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No : 08-1485

Supreme Court, U.S.
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IN THE SUPREME COURT OF THE UNITES STATES

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Mrs. Carolyn Brown, Mrs. Deloise Fikes
and Mr. James Russell,
Petitioners Pro-Se,

v.

One Beacon Insurance Company, Inc.
A Foreign Corporation
Respondent,

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

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PETITION FOR REHEARING

Mrs. Carolyn Brown et al., Pro Se
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PETITION FOR REHEARING

TO THE SUPREME COURT OF THE UNITED STATES

OCTOBER 28, 2009

RE-HEARING

Mrs. Carolyn Brown, Mrs. Deloise Fikes,

and Mr. James Russell,

Petitioners Pro-Se,

v.

One Beacon Insurance Company

A Foreign Corporation,

Respondent,

INTRODUCTION

Petitioners request rehearing for case No: 08-1485. Since July 29, 2002 lawsuit was filed in Talladega Circuit Court CV-2002-509 Dispute: **Breached of Contract, Bad Faith, Fraud, Misrepresentation, and Wantonness.**

(Jury Trail). There have been many unexpected unresolved raised issues in this case due to Respondent **unfair business practice and wrongful misconduct**. Petitioners did not know about these issues until we were forced to represent ourselves as Pro-Se, in July 2006.

The grounds which are the reasons for this Re-Hearing request are that:

NEW RAISED ISSUES

1. Respondent and Talladega Clerk Mr. Clarence Haynes concealed two additional checks filed in Talladega Circuit Court paid by Respondent without Petitioners knowledge. (1.) November 16, 2006 batch: 2007036 for **$16,371.77**. (2.) March 21, 2007 batch: 2007129 for **$12,581.00**. Petitioners were not expecting additional funds after mediation settlement. Where are the

physical checks? And who cash those checks?

2. Respondent breached October 13, 2005 Mediation Settlement Agreement by not paying the full amount of the settlement. Respondent paid Petitioners **$92,500.00 paid in full in lieu of $100,000.00** settlements as agreed between Mrs. Carolyn Brown, Mrs. Deliose Fikes and One Beacon Insurance Company (ONLY). Mr. James Russell was not present at the mediation hearing, As of October 28, 2009; Mr. Russell has not signed October 13, 2005 Mediation Settlement Agreement. The agreement was not consternated by the Trail Judge.
3. On **July 12, 2005** and **July 14, 2005** Attorney Michael D. Pettway falsified two

court records; (1.) Identified himself as Counsel of Records without Petitioners knowledge. (2.) Requested mediation hearing without Petitioners permission.

4. On May 16, 2007 Attorney Pettway represented his law partner/ Petitioners Attorney (Attorney George Courtney French) in a court hearing against Petitioners in Talladega Circuit Court (Bench Trail) conflict of interest.
5. Talladega Circuit Clerk Mr. Clearance Haynes mishandled court documents, **concealed two physical checks** from the Public, Petitioners, State and Federal Courts. These documents were not included in the Completion of Record.

6. Petitioners requested Jury Trail in both State and Federal Courts. Denied by both Trail Judges.
7. Whether Trail Judges and Lower Courts State and Federal interpret the laws as written and intended, Consistent adherence to the written law, serving as a neutral umpire, calling balls and strikes fairly, regardless of personal feelings towards a particular person or group, that protects our property, our families and our very freedom?

REASON FOR GRANTING REHEARING

The primary issue in this case whether the Respondent **breached** Petitioners **Guaranteed Replacement Cost Homeowners Insurance Policy Contract, acted in: Bad Faith, Fraud, Misrepresentation and Wantonness** by refusing to replace Petitioners property structure, personal

possessions and other living expenses back to a whole after December 30, 2001 total fire loss. Respondent **breached October 13, 2005 Mediation Settlement Contract** by failing to pay the full amount of the settlement.

Since July 2006 Petitioners have been the represented Pro-Se in this case, conducting legal research and document preparation. Petitioners have suffered multiple injustices as a result of Respondent improper business practice. Under the Federal Rule of Civil Procedure, any party may make a timely demand for a trial by jury of any issue tribal of rights by a jury by serving upon the other parties a demand therefore in writing.

Whether lower courts violated waiver of the rights to a jury trial without each parties entering in a **Stipulation** waiving a jury and submitting the case to the court upon an agreed statement of facts, even without legislative provision for waiver. Petitioners alleging the lower courts erred by denying Petitioners a jury trial. The case was

never tried due to many compound problems. Petitioners believe Respondent fail to follow due process procedures outline in the policy and the law compounding the problem.

The Petitioners argue that the lower courts deprive Petitioners of our Constitutional protected rights to a remedy for injuries inflicted upon us. Whether Petitioners right of a jury trial was violated. Petitioners ask The Supreme Courts of The United States to remand lower courts final judgment and judge the case on the law, the merits of the case, the issues, the facts and the evidences.

EQUAL JUSTICE UNDER LAW

"Contracts Are Not Made To Be Broken. Contracts Have Meanings. And Petitioners Have Rights. Petitioners Has Been Treated Unfairly And Discriminated Against In A Business Relationship Contract".

We Petitioners state our claims: Petitions declare and decree that Respondent intentionally refused to pay Petitioners December 30, 2001 total fire loss Insurance Claim in full. Despite knowing a valid contract existed. **(GURANTEED REPLACEMENT COST INSURANCE POLICY AT TODAY'S MARKET PRICE).** Petitioners made timely payments which were accepted by the Respondent. A binding contract existed. A legitimate claimed was made by Petitioners. Respondent refused to authorize full coverage in violation of the aforementioned policy thereby caused the Petitioners sever injury and hardship. A prior roof claim had been paid in full by the same Respondent to the same Petitioners under the same insurance policy **MZ-SM-90474** February 16, 2001.

Petitioners had appropriate insurance coverage protection before December 30, 2001 total fire loss to replace Petitioners personal property and property structure inside and out as well as other living expenses. As a result Petitioners personal property and personal structure and other living expense have not been restored back to a whole as promised in the policy. **Respondent Had A Duty To Pay For Covered Benefits.** Alabama Supreme Court has held that following the destruction of insured premises, the insurance policy become a contract for the payment of money to the insured or personal representatives of the name insured. United Security Life Ins. Co. v. Dupree 146 So. 2d 91.

Petitioners have been indebted to pay other living expenses, incurred unexpected costs and have suffered financially, mentally, physically, and emotionally as a result of Respondent wrongfully improper business practice.

The primary issue in this case whether Respondent paid Petitioners **Guaranteed Replacement Cost Insurance Policy In Full At Today's Market Price** after December 30, 2001 total fire loss. Whether respondent **breached** October 13, 2005 Mediation Settlement Agreement by not paying the settlement in full.

1. Whether Respondent **breached** Petitioners **Guaranteed Replacement Cost Contract** by not paying the full insurance claim.
2. Whether Respondent acted in **bad faith** in their dealing by denying Petitioners full coverage for insurance claim.
3. Whether Respondent acted **fraudulently** by making false representation as to the coverage afforded under the policy at issue. The prior insurance checks were insufficient to replace Petitioners total fire loss.

HOMEOWNER'S INSURANCE POLICY FACTS

Insured's - Petitioners Insurer - Respondent

"Contracts Are Not Made To Be Broken. Contracts Have Meanings. And Petitioners Have Rights." All insurance policies are **"Contracts"** Homeowners Insurance is a contract between the policy owner and insurer, where the insurer agrees to pay a sum of money upon the insured's loss. The insurer is required to treat its insured with **"Good Faith and Fair Dealing"** when a claim is made.

Guaranteed Replacement Cost coverage pays for the full cost of replacing or repairing a damage or destroyed property structure and personal possessions inside and out even if it is above the policy limit at today's market cost. The general agreement works as a preface to the entire policy and states that the insurer's coverage and

obligation to the consumer depend solely on the insured's ability to pay the premiums and comply with the policy's guidelines.

Homeowners Insurance compensates you from losses to your property structure and personal possessions inside and out. Purchasing homeowners' insurance policy provides added security for your investment. As well as protect you if you're legally liable for someone's injuries on your property. Different companies offer different homeowners insurance coverage. Petitioners choose and **paid for Guaranteed Replacement Cost** for property structure and personal property as well as other living expenses.

CONCLUSION

For the foregoing reasons, the Petitioners respectfully requests that the courts rehear this case if it does not Petitioners will be further damaged, thus compounding the injuries already inflicted upon us by Respondent and lower courts.

The Petition for Rehearing should be granted.

Respectfully submitted, this 28th day of October 2009.

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